

STATE OF MICHIGAN  
COURT OF APPEALS

---

MICHAEL MAPES,

Plaintiff-Appellant,

v

AAA INSURANCE COMPANY,

Defendant-Appellee,

and

MICHIGAN PROPERTY & CASUALTY  
GUARANTEE ASSOCIATION,

Defendant.

---

FOR PUBLICATION  
December 6, 1994  
9:05 a.m.

No. 148806  
LC No. 91-008883 CK

Before: Weaver, P.J., and Cavanagh and C.C. Schmucker,\* JJ.

PER CURIAM.

In this no-fault automobile insurance case we are called upon to determine the date of accrual of plaintiff's uninsured motorist claim.

The trial court granted defendant's motion for summary disposition pursuant to MCR 2.116(C)(7) (claim time-barred). Plaintiff appeals as of right, and we reverse.

Plaintiff, Michael Mapes, was injured in an automobile accident on October 3, 1987, after which he commenced negotiations with the other driver's insurance carrier, Cadillac Insurance Company. On January 3, 1990, the Michigan Insurance Bureau notified plaintiff that Cadillac was insolvent. On June 27, 1990, plaintiff filed a proof of claim with the Michigan Insurance Bureau. On August 20, 1990, the Michigan Property and Casualty Guarantee Association (the association) informed plaintiff that, under MCL 500.7931(3); MSA 24.17931(3), plaintiff was required to pursue an uninsured motorist claim before he would be eligible to recover from the association. On November 12, 1990, plaintiff notified his insurer, defendant AAA Insurance Company (more properly referred to as Auto Club Insurance Association), of his uninsured motorist claim. On November 30, 1990, defendant denied the claim as untimely on the basis of a provision in the insurance policy requiring a claim to be brought within three years of the date of the accident. On February 4, 1991, the association denied plaintiff's claim because of his delay in pursuing his uninsured motorist claim.

Plaintiff filed suit, and the court granted defendant's motion for summary disposition. This appeal followed.

Essentially, the sole issue on appeal is whether the trial court erred in finding that plaintiff's uninsured motorist claim accrued on the date of the accident rather than on the date he was notified of Cadillac's insolvency.

---

\*Circuit judge, sitting on the Court of Appeals by assignment.

The statute of limitations on an insurance contract begins to run from the date an insured has a legally enforceable claim against the insurer. Strachura v Metropolitan Life Insurance Co, 123 Mich App 190, 193; 333 NW 2d 219 (1983), rev'd on other grounds 417 Mich 1100.20; 338 NW 2d 187 (1983). An insurer may contractually shorten the statutory six-year limitations period for bringing a claim for recovery of uninsured motorist benefits. See Tom Thomas Organization, Inc v Reliance Ins Co, 396 Mich 588, 592; 242 NW2d 396 (1976); Jacobs v DAHE, 107 Mich App 424, 430; 309 NW2d 627 (1981).

In the instant case, the uninsured motorist provisions of plaintiff's policy required that a demand for arbitration be made, or suit filed, within three years of the date of the accident. We agree with the trial court that the policy was not ambiguous. Moreover, the three-year time limitation is not unreasonable. See Thomas, supra. However, plaintiff did not have a legally enforceable uninsured motorist claim until January 3, 1990, because, in effect, the alleged tort-feasor was not uninsured until that date. See Strachura, supra.

The intent of the parties was that plaintiff would have three years in which to file an uninsured motorist claim. By operation of law, that period did not commence until January 3, 1990. Accordingly, the claim, which was filed November 12, 1990, was timely.

Reversed and remanded. We do not retain jurisdiction.

/s/ Elizabeth A. Weaver  
/s/ Mark J. Cavanagh  
/s/ Chad C. Schmucker

<sup>1</sup> In this case, the alleged tort-feasor was not uninsured at the time of the accident but became so some two years later. This case is thus distinguishable from Sallee v Auto Club Insurance Ass'n, 190 Mich App 305, 307-308; 475 NW2d 828 (1991), where this Court held that it would not impose a discovery rule of accrual.